

the Secretary or certified by an independent public or certified public accountant or firm of accountants.

9.3 Books, Records and Reports.

(a) The books and records of the Company shall be maintained by the secretary and shall be available for examination by any Member, or its duly-authorized representatives, during regular business hours. At a minimum, the secretary shall keep at the Company's principal place of business the following records:

- (i) A current list of the full name and post office address of each Member;
- (ii) A copy of the Articles of Organization and all amendments thereto, together with executed copies of any powers of attorney pursuant to which any amendment has been executed;
- (iii) Copies of the Company's financial statements and federal, state and local income tax returns and reports, if any, for the three most recent years; and
- (iv) Copies of the Company's currently effective written Limited Liability Operating Agreement, as amended.

(b) The treasurer shall cause the Company to furnish to the Members within ninety (90) days of the end of each fiscal year (i) a complete accounting of the affairs of the Company, and (ii) appropriate information to be used by the Members for reporting their respective shares of the profits and losses of the Company for income tax purposes. The cost of such financial and tax reports shall be an expense of the Company.

9.4 Methods of Accounting. The method of accounting to be used in keeping the books of the Company shall be determined by the Members in accordance with applicable law.

9.5 Returns and Other Elections. The treasurer shall cause the preparation and timely filing of all tax returns required to be filed by the Company pursuant to the Code and all other tax returns deemed necessary and required in each jurisdiction in which the Company does business. Copies of such returns or pertinent information therefrom shall be furnished to the Members within a reasonable time after the end of the Company's Fiscal Year. All elections permitted to be made by the Company under federal or state laws shall be made by the treasurer in his or her sole discretion. In recognition of the fact that the Company expects to be treated as a partnership for U.S. federal income tax purposes, the Members agree to treat their Membership Interest as partnership interests for U.S. federal and state income tax reporting purposes.

9.6 Tax Matters Partner. AT&T Communications of Illinois, Inc. is designated the "Tax Matters Partner" (as defined in Code Section 6231), and is authorized and required to represent the Company (at the Company's expense) in connection with all examinations of the Company's affairs by tax authorities, including, without limitation, administrative and judicial proceedings, and to expend Company funds for professional services and costs associated therewith. The Members agree to cooperate with each other and to do or refrain from doing any and all things reasonably required to conduct such proceedings.

Article X

Transferability and Withdrawal

10.1 Restrictions on Transferability. No Member shall sell, give, pledge, encumber, assign, transfer or otherwise dispose of, voluntarily or involuntarily or by operation of law (hereinafter referred to as "Transfer"), all of any portion of its Membership Interest without the

prior written consent of a majority of the Members. Any attempted transfer in contravention of any of the provisions of this Agreement shall be void *ab initio* and shall not bind or be recognized by the Company or the other Members. A transfer to a parent of a Member or to an affiliate in which the Member holds at least a 50% interest or which holds at least a 50% interest in the Member, shall not be deemed to be a transfer for purposes of this paragraph.

10.2 Voluntary Withdrawal. Any Member may, at any time and for any reason, withdraw from the Company as a Member upon 90 days' prior written notice to such effect delivered to the Company and each other Member, *provided, however*, that, prior to dissolution and liquidation of the Company, no Member shall have any right to receive any return of its Capital Contributions or any positive balance in its Capital Account upon any such voluntary withdrawal.

10.3 Involuntary Withdrawal. A Member may be removed at any time with cause by a vote of two-thirds of all Members eligible to vote and all of its Membership Interest shall be repurchased. The Company shall pay to the removed Member any positive balance in its Capital Account within ninety (90) days from the date of the removal. The remaining Members shall have the right in their sole discretion at any time within sixty (60) days of the removal to determine all net profits and net losses of the Company as of the date of such removal, to determine and deduct the amount of unpaid assessments and to make appropriate credits and debits to the Members' Capital Accounts. The Capital Account of the removed Member as of the date of determination shall be conclusively deemed to be the fair value of all of its Membership Interest and the payment provided for in this Section 10.3, shall be the full and only consideration for the redemption of the removed Member's Membership Interest.

Article XI

Membership

11.1 Admission to Membership. From the date of the formation of the Company, membership in the Company will be limited to: (a) all facilities-based carriers certificated by the Commission pursuant to 220 IOCS 13/405 to provide local exchange telecommunications service in Illinois that express an intent in writing to LNP to port numbers in Illinois, after the first date any local exchange carrier utilizes the system under the Master Contract(s) to port numbers, or (b) other facilities-based carriers that have filed to provide local exchange telecommunications service in Illinois pursuant to 220 IOCS 13/405 and express an intent in writing to LNP to port numbers in Illinois after the first date any local exchange carrier utilizes the system under the Master Contract(s) to port numbers. The Members reserve the right to modify this membership criteria from time to time as appropriate.

11.2 Membership Requirements. To become a Member of the Company and thereby obtain a Membership Interest in the Company, an Entity must: (1) demonstrate to the Members that it meets the admissions criteria in Section 11.1, (2) execute this Agreement or a written counterpart to this Agreement, and (3) contribute its initial Capital Contribution in accordance with Section 8.1 and pay its share of prior assessments of Administrative Expenses accrued in the prior 180 days, as determined by the Members. Failure to satisfy the aforementioned requirements will result in denial of membership or revocation of membership which shall be implemented by the Members any time after 30 days written notice an opportunity to cure has been provided to the Member. To maintain status as a Member of the Company and to maintain a Membership Interest in the Company, a Member must comply with all terms and conditions of this Agreement, including (without limitation) paying its share of assessments made under

Section 8.2, and any failure to so comply will result in revocation of membership which shall be implemented by the Members any time after 30 days written notice has been provided to the Member.

Article XII

Dissolution and Termination

12.1 **Dissolution.** The Company shall be dissolved upon the occurrence of either of the following events:

(a)

- (i) the expiration of the term of the Company as specified in Section 2.5; or
- (ii) by the Extraordinary Majority Vote of all of the Members.

(b) Dissolution of the Company shall be effective on expiration of the term of the Company or on the day written consent of the Members is had, as the case may be, but the Company shall not terminate until the articles of dissolution shall be filed with the Secretary of State of the State of Illinois and the assets of the Company are distributed as provided in Section 12.2 below. Notwithstanding the dissolution of the Company, prior to the termination of the Company, the business of the Company and the affairs of the Members shall continue to be governed by this Agreement.

12.2 **Winding Up, Liquidation, and Distribution of Assets.** Upon dissolution, an accounting shall be made by the Company's independent accountants of the accounts of the Company and of the Company's assets, liabilities, and operations, from the date of the last previous accounting until the date of dissolution. The Members shall immediately proceed to wind up the affairs of the Company. If the Company is dissolved and its affairs are to be wound up, the Members shall:

(a) sell or otherwise liquidate all of the Company's assets as promptly as practicable (except to the extent the Members, by Majority Vote, may determine to distribute any assets to the Members in kind);

(b) allocate any profit or loss resulting from such sales to the Members' Capital Accounts;

(c) discharge all liabilities of the Company, including liabilities to Members who are creditors, to the extent otherwise permitted by law, other than liabilities to Members for distributions, and establish such reserves as may be reasonably necessary to provide for contingencies or liabilities of the Company (for purposes of determining the Capital Accounts of the Members, the amounts of such reserves shall be deemed to be an expense of the Company);

(d) distribute the remaining assets in the following order:

(1) If any assets of the Company are to be distributed in kind, the net fair market value of those assets as of the date of dissolution shall be determined by independent appraisal or by agreement of the Members. Those assets shall be deemed to have been sold as of the date of dissolution for their fair market value, and the Capital Accounts of the Members shall be adjusted pursuant to the provisions of Section 8.3 of this Agreement to reflect such deemed sale.

(2) Distributions shall be made according to the positive balance(s) (if any) of the Members' and former Member's Capital Accounts (as determined after taking into account all Capital Account adjustments for the Company's taxable year during which the liquidation occurs), either in cash or in kind, as

determined by the Members, with any assets distributed in kind being valued for this purpose at their fair market value.

(e) provide that notwithstanding anything to the contrary in this Agreement,

upon the dissolution and termination of the Company, no Member shall have any obligation to make a Capital Contribution to restore a negative balance in the Member's Capital Account, and the negative balance of the Member's Capital Account shall not be considered a debt owed by the Member to the Company or to any other Person for any purpose whatsoever.

(f) terminate the Company for tax purposes upon completion of the winding up, liquidation, and distribution of the assets.

(g) comply with any applicable requirements of applicable law pertaining to the winding up of the affairs of the Company and the final distribution of its assets.

12.3 Articles of Dissolution. When all debts, liabilities, and obligations have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets have been distributed to the Members, an Articles of Dissolution shall be executed, which Articles shall set forth the information required by the Illinois Act. Upon the filing of the Articles of Dissolution, the existence of the Company shall cease, except for the purpose of suits, other proceedings, and appropriate action as provided in the Illinois Act. The Members shall have authority to distribute any Company property discovered after dissolution, convey real estate, and take such other action as may be necessary on behalf of and in the name of the Company.

12.4 Return of Contribution - Nonrecourse to Other Members. Except as provided by law or as otherwise expressly provided in this Agreement, upon dissolution, each Member shall look solely to the assets of the Company for the return of its Capital Contribution or Capital

Account. Except as provided by law or as otherwise expressly provided in this Agreement, if the Company property remaining after the payment or discharge of the debts and liabilities of the Company is insufficient to return the cash contribution or Capital Account of one or more Members, the Members shall have no recourse against any other Member.

Article XIII

Miscellaneous Provisions

13.1 Further Assurances. At any time and from time to time after the date of this Agreement, each Member will, upon the reasonable request of another Member, perform, execute, acknowledge and deliver all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be reasonably required to effect or evidence the transactions contemplated hereby or to comply with any laws, rules or regulations.

13.2 Notices. All necessary notices, demands and requests required or permitted to be given hereunder shall be in writing and addressed as set forth in Exhibit A. Notices shall be delivered by a recognized courier service or by U.S. mail and shall be effective upon receipt, provided that notices shall be presumed to have been received if given by U.S. mail or courier service, on the second business day following delivery of the notice to a recognized courier service before the deadline for delivery on or before the second business day following delivery to such service, delivery costs prepaid, addressed as aforesaid.

13.3 Choice of Law and Forum: FCC and ICC Applicability. This Agreement and any claims arising hereunder or related hereto, whether in contract or tort, shall be governed by the domestic laws of the State of Illinois, except provisions relating to conflict of laws. Any suit regarding this Agreement must be brought in a court of competent jurisdiction in Cook County,

Illinois. Any suit brought by one Member against another Member concerning the subject matter of this Agreement must be brought within one year from the date such cause of action accrues. This Agreement is subject to any FCC promulgations or ICC rules and regulations on local number portability which may control.

13.4 Entire Agreement. This Agreement constitutes the entire agreement of the Members relating to the subject matter hereof and supersedes all prior contracts or agreements, whether oral or written, relating to the subject matter hereof. There are no representations, agreements, arrangements or understandings, oral or written, between or among the Members relating to the subject matter of this Agreement which are not fully expressed in this Agreement.

13.5 Amendment. Neither this Agreement nor any of the terms hereof may be terminated, amended, supplemented or modified orally, but only by an instrument in writing executed by Members holding an Extraordinary Majority Vote, except for provisions requiring a unanimous vote herein, which provision shall require a unanimous vote to amend.

13.6 Effect of Waiver of Consent. No waiver or consent, express or implied, by the Company or any Member to or of any breach or default by the Company or any Member in the performance by the Company or such Member of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by the Company or such Member of the same or any other obligations of the Company or such Member hereunder. No single or partial exercise of any right or power, or any abandonment or discontinuance of steps to enforce any right or power, shall preclude any other or further exercise thereof or the exercise of any other right or power. Failure on the part of the Company or a Member to complain of any act of the Company or any Member or to declare the Company or any Member in default, irrespective of how long such failure continues, shall not constitute

a waiver by the Company or such Member of its rights hereunder until the applicable statute of limitation period has run.

13.7 Facsimiles. For purposes of this Agreement, any copy, facsimile, telecommunication or other reliable reproduction of a writing, transmission or signature may be substituted or used in lieu of the original writing, transmission or signature for any and all purposes for which the original writing, transmission or signature could be used, provided that such copy, facsimile telecommunication or other reproduction shall be a complete reproduction of the entire original writing, transmission or signature, as the case may be.

13.8 Limitation on Rights of Others. Nothing in this Agreement, whether express or implied, shall be construed to give any person (other than the Members hereto and their respective legal representatives, permitted successors and assigns and as expressly provided herein) any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenants, conditions or provisions contained herein, as a third party beneficiary or otherwise. Without limiting the generality of the foregoing, none of the provisions of this Agreement shall be for the benefit of, or enforceable by, any creditors of the Company or any other person. Except and only to the extent provided by applicable statute, no such creditor or other third party shall have any rights under this Agreement or any agreement between the Company and any Member with respect to any Capital Contribution or otherwise.

13.9 Rights and Remedies Cumulative. Except as otherwise provided in Section 4.6, the rights and remedies provided by this Agreement are cumulative and use of any one right to remedy by any Member shall not preclude or waive the right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the Members may have by law, statute, ordinance, or otherwise.

13.10 Successors and Assigns. Each and all of the covenants, terms, provisions, and agreements contained in this Agreement shall be binding upon and inure to the benefit of the Members hereto and, to the extent permitted by this Agreement, their respective successors and assigns.

13.11 Investment Representations. The parties to this Agreement agree as follows with respect to investment representations:

(a) The undersigned Members understand:

(i) that the Membership Interests evidenced by this Agreement have not been registered under the Securities Act of 1933, 15 U.S.C. §77a et seq., the Illinois Securities Act or any other state securities laws (the "Securities Acts") because the Company is issuing these Membership Interests in reliance upon the exemptions from the registration requirements of the Securities Acts providing for issuance of securities not involving a public offering;

(ii) that the Company has relied upon the fact that a Membership Interest is to be held by each Member for investment; and

(iii) that exemption from registration under the Securities Acts would not be available if a Membership Interest was acquired by a Member with a view to distribution.

(b) Accordingly, each Member hereby confirms to the Company that the Membership is acquiring the Membership Interest for the Member's own account, for investment and not with a view to resale or distribution.

(i) In addition to the other restrictions set forth herein, each Member agrees not to transfer, sell or offer for sale any portion of its Membership Interest unless there is an effective registration or other qualification relating thereto under the Securities Act of 1933

and under any applicable state securities laws or unless the holder of the Membership Interest delivers to the Company an opinion of counsel, satisfactory to the Company, that the registration or other qualification under the Securities Act of 1933 and applicable state securities laws is not required in connection with the transfer, offer or sale.

(ii) Each Member understands that the Company is under no obligation to register the Membership Interests or to assist the Member in complying with any exemption from registration under the Securities Acts if the Member should at a later date wish to dispose of its Membership Interest.

(iii) Furthermore, each Member realizes that the Membership Interests are unlikely to qualify for disposition under Rule 144, 17 C.F.R. §230.144, of the Securities and Exchange Commission unless the Member is not an "affiliate" (as defined in the Securities Act of 1933) of the Company and the Membership Interest has been beneficially owned and fully paid for by the Member for at least three years.

(c) Before acquiring a Membership Interest, each Member has investigated the Company and its business and has made available to each Member all information necessary for the Member to make an informed decision to acquire the Membership Interest. Each Member considers itself to be an Entity possessing experience and sophistication as an investor adequate for the evaluation of the merits and risks of the Member's investment in the Membership Interest.

13.12 Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts shall be construed together and shall constitute one and the same instrument.


13.13 Proposed Treasury Regulation Section 301.7701-2. Upon finalization of proposed Treasury Regulation Section 301.7701-2 the Members shall take such actions and execute such documents they deem necessary, if any, under such Treasury Regulations in order to elect the classification of partnership for the Company for federal tax purposes.

13.14 Confidentiality. Each Member shall protect the confidential nature of information provided by the other party, or to which the receiving party obtains access by virtue of its performance under this Agreement, that either has been identified as confidential by the disclosing party or by its nature warrants confidential treatment. The receiving party shall use such information only for the purposes of this Agreement and shall not disclose it to anyone except its employees who have a need to know the information. These nondisclosure obligations shall not apply to information that is or becomes public through no breach of this Agreement, is received from a third party free to disclose it, is independently developed by the receiving party or is required by law to be disclosed. Confidential information shall be returned to the disclosing party upon its request.

(Signatures appear on next page)

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered in its name and on its behalf, all as of the day and year first above written.

AT&T Communications of Illinois, Inc.

BY: 
Name: W. L. West
Title: Central States Local
Infrastructure & Access
Management Vice President

Ameritech Information Industry Services, a
Division of Ameritech Services, Inc., on
behalf of Ameritech Illinois

BY: _____
Name:
Title

MCImetro Access Transmission Services, Inc.

BY: _____
Name:
Title:

MFS Intelenet of Illinois, Inc.

BY: _____
Name:
Title:

Teleport Communications Group, Inc.

BY: _____
Name:
Title:

Sprint/United Management Company, on
behalf of Central Telephone Company of
Illinois

BY: _____
Name:
Title:

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered in its name and on its behalf, all as of the day and year first above written.

AT&T Communications of Illinois, Inc.

Ameritech Information Industry Services, a
Division of Ameritech Services, Inc., on
behalf of Ameritech Illinois

BY: _____
Name:
Title:

BY: _____
Name:
Title:

MCImetro Access Transmission Services, Inc.

MFS Intelnet of Illinois, Inc.

BY: *Carl Sanborn*
Name: *CARL SANBORN*
Title: *V.P.*

BY: _____
Name:
Title:

Teleport Communications Group, Inc.

Sprint/United Management Company, on
behalf of Central Telephone Company of
Illinois

BY: _____
Name:
Title:

BY: _____
Name:
Title:

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered in its name and on its behalf, all as of the day and year first above written.

AT&T Communications of Illinois, Inc.

Ameritech Information Industry Services, a
Division of Ameritech Services, Inc., on
behalf of Ameritech Illinois

BY: _____
Name:
Title:

BY: _____
Name:
Title:

MCImetro Access Transmission Services, Inc.

MFS Intelenet of Illinois, Inc.

BY: _____
Name:
Title:

BY: _____
Name:
Title:

~~TCG Illinois~~
~~Teleport Communications Group, Inc.~~

Sprint/United Management Company, on
behalf of Central Telephone Company of
Illinois

BY: Catherine M. Mason
Name: CATHERINE M. MASON
Title: VICE PRESIDENT / GENERAL MGR.


BY: _____
Name:
Title:

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered in its name and on its behalf, all as of the day and year first above written.

AT&T Communications of Illinois, Inc.

Ameritech Information Industry Services, a
Division of Ameritech Services, Inc., on
behalf of Ameritech Illinois

BY: _____
Name:
Title:

BY:  _____
Name: Neil E. Cox
Title: President

MCImetro Access Transmission Services, Inc.

MFS Intelenet of Illinois, Inc.

BY: _____
Name:
Title:

BY: _____
Name:
Title:

Teleport Communications Group, Inc.

Sprint/United Management Company, on
behalf of Central Telephone Company of
Illinois

BY: _____
Name:
Title:

BY: _____
Name:
Title:

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered in its name and on its behalf, all as of the day and year first above written.

AT&T Communications of Illinois, Inc.

BY: _____
Name:
Title:

Ameritech Information Industry Services, a
Division of Ameritech Services, Inc., on
behalf of Ameritech Illinois

BY: _____
Name:
Title:

MCImetro Access Transmission Services, Inc.

BY: _____
Name:
Title:

MFS Intelnet of Illinois, Inc.

BY: Ruth F. Durbin
Name: Ruth F. Durbin
Title: Assistant Director-Central Region
Regulatory Affairs

Teleport Communications Group, Inc.

BY: _____
Name:
Title:

Sprint/United Management Company, on
behalf of Central Telephone Company of
Illinois

BY: _____
Name:
Title:

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered in its name and on its behalf, all as of the day and year first above written.

AT&T Communications of Illinois, Inc.

Ameritech Information Industry Services, a
Division of Ameritech Services, Inc., on
behalf of Ameritech Illinois

BY: _____
Name:
Title:

BY: _____
Name:
Title:

MCImetro Access Transmission Services, Inc.

MFS Intelenet of Illinois, Inc.

BY: _____
Name:
Title:

BY: _____
Name:
Title:

Teleport Communications Group, Inc.

Sprint/United Management Company, on
behalf of Central Telephone Company of
Illinois

BY: _____
Name:
Title:

BY: Derek H. Brennan
Name: DEREK H. BRENNAN
Title: VICE PRESIDENT NETWORK PLANNING

EXHIBIT A

LIST OF MEMBERS

Name of Member, Member's State(s) of Incorporation, Address of Member

TCG Illinois
a New York general partnership
One Teleport Drive
Staten Island, NY
Attn: General Counsel

AT&T Communications of Illinois, Inc.
an Illinois corporation
227 West Monroe Street
Chicago, IL 60606
Attn: Vice President Law and Government Affairs

Ameritech Information Industry Services, a division of Ameritech Services Inc.,
a Delaware corporation
350 North Orleans, Third Floor
Chicago, IL 60654
Attn: Vice President and General Counsel

MCImetro Access Service, Inc.
a Delaware corporation
2250 Lakeside Blv.
Richardson, Texas 75082

with a copy to:

MCI Telecommunications Corporation
205 North Michigan Avenue, Ste 3700
Chicago, IL 60601
Attn: Law and Public Policy

MFS Intelnet of Maryland, Inc.
a Delaware corporation
Corporation Trust Center
3000 K Street, N.W., Suite 300
Washington, DC 20007-3841
~~Attn: Senior Vice President Legal & Regulatory Affairs~~

Sprint/United Management Company
a Kansas corporation
2330 Shawnee Mission Pkwy.
Westwood, KS 66205
Attn: Vice President Network Planning
Mailstop: KSWESB0312

EXHIBIT B

TERMS AND CONDITIONS GOVERNING INTELLECTUAL PROPERTY AND CONFIDENTIAL INFORMATION

I. Intellectual Property

(A) Rights In and To Technology:

(1) To the extent that any new technology and/or any improvements, enhancements or modifications to existing technology are developed for LNP ("LNP Technology"), LNP may endeavor to obtain appropriate ownership or use rights in and to LNP Technology and all intellectual property and other proprietary rights therein.

(2) To the extent LNP obtains ownership or use rights, upon request and to the extent allowed by the owner and/or licensor, a Member may obtain a license for the use of LNP Technology on terms and conditions for Member use of LNP Technology to be developed by LNP ("LNP Terms and Conditions").

(3) Any such Member license rights are assignable to a Member's affiliate (as defined in Section 4.1(b)).

(4) Upon the withdrawal or expulsion of a Member from LNP, any license rights in and to LNP Technology shall be treated in accordance with the LNP Terms and Conditions.

(5) Upon the dissolution and termination of LNP, rights in and to LNP Technology shall be disposed of as determined by LNP Members at the time of any such dissolution and termination.

(6) Each member retains all rights in and to its own technology and does not hereby grant any right to or in such technology to LNP or any individual Member.

(B) Rights In and To Trademarks, Service Marks,
Logos and Other Proprietary Marks

(1) To the extent that LNP develops any trademarks, service marks, logos and other proprietary marks ("Marks"), LNP shall hold all rights in and to any LNP Marks.

(2) To the extent that LNP develops any LNP Marks, upon request, a Member may obtain the right to use the LNP Marks for uses consistent with policies to be developed by LNP for Member use of LNP Marks.

(3) Any such Member use rights are assignable to a Member's affiliate (as defined in Section 4.1(b)).

(4) Upon the withdrawal or expulsion of a Member from LNP, any use rights in and to the LNP Marks automatically shall terminate.

(5) Upon the dissolution and termination of LNP, rights in and to LNP Marks shall be disposed of as determined by the LNP Members at the time of any such dissolution and termination.

(6) Each Member retains all rights in and to its own trademarks, service marks, logos and other proprietary marks and does not hereby grant any right in or to such marks to LNP or any individual Member.

II. Confidential Information

(A) Rights in And to Confidential Information.

(1) To the extent that any LNP business, financial, trade secrets, data or other technical information shall be deemed confidential by LNP ("LNP Confidential Information"),

each Member shall protect any LNP Confidential Information to which it is exposed as a result of LNP activities from disclosure to other than LNP Members using the same degree of care used to protect the Member's own confidential information. To the extent that any Member business, financial, trade secrets, data or other technical information shall be deemed by that Member confidential ("Member Confidential Information"), each Member shall protect any Member Confidential Information to which it is exposed as a result of LNP activities from disclosure to a Non-Member Entity using the same degree of care used to protect the Member's own Membership Confidential Information. A Member may utilize LNP and Member Confidential Information (collectively, "Confidential Information") solely for the purposes of LNP activities.

(2) All Confidential Information is the property of LNP or the respective Member, as appropriate. Upon the written request of LNP or the owning Member at any time, or upon the withdrawal or expulsion of a Member from LNP, a recipient of Confidential Information shall return or destroy, as directed by the owner, all such Confidential Information held in tangible form and no such Confidential Information shall be retained in any form.

(3) Upon the dissolution and termination of LNP, rights in and to LNP Confidential Information shall be disposed of as determined by the Members at the time of dissolution and termination.

(4) Each Member retains all rights in and to its own Member Confidential Information, including but not limited to its customer information, and does not hereby grant any right in or to any such Member Confidential Information to LNP or any individual Member.